Service Guide

AT&T Business DSL INTERNET SERVICE

AT&T Business DSL Internet Service (DSL) provides dedicated connectivity to the Internet over digital subscriber line loops as well as other value-added features

The DSL Service Guide consists of the following Parts:

- Service Description
- Service Level Agreements
- Pricing

Other terms and conditions apply. See AT&T Service Guide HOME Page. (url:http://www.att.com/abs/serviceguide)

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Service Guide

AT&T Business DSL INTERNET SERVICE

Service Description

SD-1. General

SD.1. SERVICE PROFILE

AT&T Business DSL Internet Service ("DSL") is a value-added service providing dedicated connectivity to the Internet over digital subscriber line loops as well as other value-added features. DSL is available in the following service plans:

- Single IP IDSL and ADSL
- Single IP IDSL and ADSL - Managed
- Multiple IP IDSL and SDSL
- Multiple IP IDSL and SDSL - Managed

Except where indicated, references to "DSL" include all four service plans. Customer may not resell DSL.

Customer must provide security facilities, firewalls, and/or filters for all AT&T Business DSL Lines, including AT&T managed locations.

DSL Multi and Single IP IDSL, SDSL and ADSL Service consists of Internet access only. Unless Customer selects the Managed Option, the CPE is owned and managed by Customer. AT&T Business DSL does not provide proactive monitoring with this Service. In all cases, including the managed service option, customers must contact AT&T Business DSL Customer Care to report a trouble with an AT&T DSL line.

AT&T Business DSL Internet Service is offered via two providers: Covad Communications and New Edge Networks (NEN). All options may not be available from all locations. This guide contains notes indicating any conditions under which an option may not be available.

SD-1.2. SERVICE DELIVERY

DSL provides dedicated Internet access and is available at a variety of access bandwidths. DSL includes a dedicated connection to the Internet, including implementation support (access circuit provisioning and acceptance testing), network monitoring, and user support (24-hour, 7-day/week), trouble ticket reporting and resolution, fault isolation through to the service demarcation point. In addition, for the Managed Service Option only, DSL includes the provision, management, and maintenance of certain customer premises equipment (CPE) necessary to use the service. The AT&T maintenance window is from 12:00 A.M. to 6:00 A.M. local time, seven days a week. AT&T uses these windows in an effort to provide maintenance at a time that would be less apt to interrupt its customer's business activities. Note that AT&T does not perform maintenance everyday and is not required to provide notice of maintenance that occurs during these windows.

IP addresses are allocated by AT&T to Customer pursuant to the Internet Registry (ARIN) guidelines following RFC 2050.*

- Note: Internet rules (RFC 2050 and ARIN IP address assignment policies) require that IP addresses be conserved. If you request more than eight (five usable) IP addresses with Multiple IP IDSL/SDSL Service, you must provide a list of hostnames to be assigned to these IP addresses. If you have fewer

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than six hostnames or do not complete the ARIN IP justification request, you will receive eight (five usable) IP addresses.

DSL is available only to customers having a billing address within the United States. DSL is available only in certain select markets in the United States.

SD-1.3.STANDARD FEATURES

Features. Speeds Quoted below are maximum upload and download speeds.	**Single IP IDSL/ADSL**	**Multiple IP IDSL/SDSL** - Eight IPs (five usable) Provided as Default. Up to thirty-two IPs can be provided if justified	**Exceptions**
Single IP IDSL 144/144k	Yes	No	Service not available in all COs
Standard 768/128K-ADSL One Static or Dynamic IP NOTE: This is a Line Shared Service. An ILEC Analog Line or an AT&T Business Local UNE-P line in the Covad footprint only, is required from customer prior to ordering DSL service.	Yes	No	Service not available in all COs
Enhanced Up to 1.5 M/Up to 384K ADSL One Static or Dynamic IP NOTE: This is a Line Shared Service. Customer must provide an ILEC analog line or an AT&T Business Local UNE-P line in the Covad footprint only prior to ordering DSL service.	Yes	No	Service not available in all COs

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Multiple IP IDSL 144/144 kbps	No	Yes	Service not available in all COs
192/192 kbps SDSL	No	Yes	Service not available in all COs
384/384 kbps SDSL	No	Yes	Service not available in all COs
768/768 kbps SDSL	No	Yes	Service not available in all COs
1.1/1.1 Mbps SDSL	No	Yes	Service not available in all COs
1.5/1.5Mbps SDSL	No	Yes	Service not available in all COs
Static IP Addresses	1*	Up to 29 usable	
Dynamic IP Addresses	1 *	n/a	
Mailboxes included (12 Mbytes each)	5	10	

*For Standard ADSL, Enhanced ADSL and Single IP IDSL Service, clients will receive One (1) Static OR One (1) Dynamic IP address.

The DSL Single IP IDSL/ADSL Class of Service is offered with ONE IP. Customer may elect to connect more than one device via Network Address Translation (NAT), in which case Customer must provide NAT device and manage the DSL line. AT&T DSL Customer Care will provide support for only one device, with the Single IP IDSL and ADSL services.

Mailboxes are POP3/SMTP compliant with a web browser access interface and 12MB storage. Customer must provide email client software, or use the web browser interface. Customer email addresses will include an AT&T default domain name.

SD-1.4. SERVICE OPTIONS

DSL offers the following options, at additional charge:

"Inside Wiring", AT&T supports two levels of inside wiring for business services including Multiple IP IDSL and Single IP IDSL along with SDSL. Inside wiring is only provided for IDSL and SDSL service. It is not provided for ADSL service.

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- Standard Inside Wiring– No additional charges apply, included with the test and turn up
- Additional Inside Wiring– Billable service charges apply.

- A third level of inside wiring, known as Extensive, is not supported by AT&T.

"Standard Inside Wiring (Non-Billable)", Standard inside wiring is provided as part of the IDSL and SDSL installation and usually can be completed within a 15 minute time frame. It consists of the following activities:

- Positive identification of a new circuit delivered to the end user's phone box or Network Interface Device (NID).
- Toning, tracing and cross connects on existing inside wiring between the new circuit at the NID and the end user designated jack location.
- Wiring of the existing or new jack for the CPE, *where existing pairs are available and the quality of the wiring is sufficient to support the service*.
- CPE configuration and line test.
- Any inside wiring that the Field Service Technician (FST) can *complete within 15 minutes*.

"Additional Inside Wiring (Billable)", Additional inside wiring is only available with IDSL and SDSL service. It may be required as part of the DSL installation depending on the quality of the wiring and whether the customer has special wiring requests. To qualify for Additional (not Extensive) inside wiring, the work must be completed within a two-hour time frame. It usually involves the following types of activities:

- Tracing and testing existing wire through multiple units, stories, or telephone closets.
- Moving an existing jack to another location.
- Service location is greater than one floor above phone box location and requires new wiring.
- Service location is greater than 50 feet from phone box location and requires new wiring.
- Other complex wiring situations where physical laying of cable or wiring is required.
- Greater than 15 minutes time spent trying to gain access to any phone box, closet or NID.

"Additional Inside Wiring Charge" SDSL and (Multiple & Single IP IDSL only) – Depending on the configuration of Customer's location, additional inside wiring may be necessary and Customer may incur additional costs associated with the installation. If, during a Customers' installation appointment, the Field Service Technician ("FST") determines that Additional Inside Wiring is required to provide DSL Service at the Network Interface Device ("NID"), and Customer elects to have the FST perform inside wiring services in excess of the Standard Non-Billable Inside Wiring Services detailed in this Service Guide, then Customer will be charged the Additional Inside Wiring Fee set forth in the Customer's Pricing Schedule.

"Extensive Inside Wiring (Excluded)", AT&T does not support Extensive inside wiring and will close orders at the NID with outstanding Inside Wiring issues (see next section). Examples of Extensive inside wiring are as follows:

- There are no available pairs from the NID to the desired router location.

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- Tracing and testing existing wire through multiple units, multiple stories, multiple NIDs, or multiple telephone closets in a high-rise building, open area public places, or business park;
- New wiring that would exceed 2 hours of FST wiring due to service location being far from phone box (NID);
- Excessive drilling through walls or other cosmetic situation such as ceramic or marble baseboards.
- Wiring from the NID to a desired location (that exceeds distance limitations).
- Moving an existing jack to another location (that exceeds distance limitations).

Note: Some businesses or complexes do not allow outside contractors to run cabling due to (in most instances) insurance limitations. In this case, AT&T will confirm successful service activation at the NID. The FST will leave the CPE with the End User and the order will be closed and billed. It is the End User's responsibility to coordinate the wiring from the NID to the phone jack in their unit.

"Closing Orders With Outstanding Inside Wiring Issues", If during an installation appointment an End User desires to contract for their own Additional Inside Wiring, or is referred to a contractor for Extensive Inside Wiring, AT&T will confirm that the DSL is successfully installed to the Network Interface Device (NID) and close the order.

The FST will leave the CPE with the end user and the order will be closed and billing begins. Before closing an order in which additional or extensive wiring is required but not performed by AT&T, the FST does the following:

1. Confirms that the CPE is passing traffic to the Network from the NID.
2. Runs connectivity tests.
3. Clears any IP/PVC issues.

If the end user refuses to accept the CPE, the FST will contact AT&T Customer Care and let them know that the end user has declined to accept the CPE. Customer Care will advise the end user to accept the CPE and close the order to avoid additional charges.

If the End User chooses NOT to complete installation, AT&T will schedule another installation date and a Technician Dispatch fee will apply.

"Professional Installation for ADSL Service", If an ADSL Customer requests or requires a Professional Installation, AT&T will schedule an appointment with the End User to install the CPE. Prior to a Professional Install, the end-user would have received the DSL equipment. A $175 one-time fee will be charged for each Professional Installation.

- Professional Installation includes the following on-site services, with a limit of two (2) hours of on-site labor: NID Splitter (only for Covad orders) or inline filter installation including cost of filters or splitter.
- Basic inspection of inside wiring: Maximum of 30 minutes including tracing or toning across phone closets.
- Installation of Customer Premises Equipment (CPE)

Professional Install does not include CPE, repair, or installation of inside wiring. End Users are responsible for any inside wiring.

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"Missed Appointment Fee", A responsible party must be present at the End-User location for the scheduled appointment date to grant the FST access and to accept delivery of the CPE. If no one is present, the FST will attempt to contact AT&T and the End-user by phone for up to 15 minutes.

Re-scheduling a new installation appointment will incur a Missed Appointment Fee as provided for in the Pricing Schedule.

"Domain Name System Services"

AT&T will host up to 5 forward, primary and/or secondary DSL domains. Customer must pay to the registrar all domain registration fees related to provisioning and use of domain names. AT&T also operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) connected to DSL. This domain name look-up service is only available if AT&T is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists. Customers running their own DNS Servers or relying on third parties to host their domain names must use their or the third party's DNS Servers for this purpose, and those Servers may not be configured to forward DNS queries to AT&T DNS Servers. Customers may not make more than 150 DNS queries per minute averaged over 30 minutes and/or more than 600 DNS queries per minute during any 5-minute interval. AT&T will only provide DNS Administration, including domain name look-ups, directly to Customer and not to downstream providers (including Internet Service Providers, Internet Access Providers, Application Service Providers and resellers) or to any third parties given access to DSL by Customer. DNS Administration is only available with SDSL and IDSL service types where Customer has requested multiple IP addresses.

"IP Mail Service"

AT&T offers an IP Mail Service that provides a designated number of mailboxes depending upon the Service ordered by Customer. The IP Mail Service is furnished on a month-to-month basis. Either party may elect at any time to terminate the IP Mail Service provided hereunder upon at least thirty (30) days' written notice to the other party.

CPE Options

- **Managed Service** – Managed Service option is available with all AT&T Business DSL Internet Services. AT&T owns and manages the customer router/modem.
- **Purchase Equipment** - Equipment can be purchased directly from AT&T and managed by the customer.
- **Bring Your Own Customer Premise Equipment (BYO CPE)** - BYO CPE is supported for IDSL and SDSL service in the Covad footprint ONLY. BYO CPE is not available with any ADSL service and with IDSL and SDSL service in the New Edge footprint. There is a one-time configuration charge with this CPE option. The customer is responsible for the management of the CPE.

NOTE: There is no non-recurring charge for the DSL CPE if Customer orders the Managed Service Option. Customer will be charged a monthly recurring managed fee with the managed option.

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Service Guide

AT&T Business DSL INTERNET SERVICE

SD-1.5.EQUIPMENT REQUIREMENTS

NOTE: ***CPE must be compatible with Covad's DSLAM equipment with IDSL and SDSL service only. To ensure compatibility, please use the exact model number for the associated supplier when placing BYO CPE orders.***

Type of DSL	Purchased CPE (the below CPE or equivalent will be provided. Customer will manage the CPE.)	Managed CPE (the below CPE or equivalent will be leased to the Customer by AT&T)	Bring Your Own Customer Premise Equipment BYO CPE (NOTE: BYO CPE is Only Available for Unmanaged Clients in the Covad footprint for IDSL & SDSL)
ADSL **Standard** 768/128k **Enhanced** Up to 1.5M/Up to 384k	**Covad:** Broadxent 8012V **New Edge:** Siemens 4100	**Covad:** Broadxent 8012V **New Edge:** Siemens 4100	**Not Available at This Time**
Single IP 144k IDSL	**Covad & New Edge:** Siemens 5871& 5890	**Covad & New Edge:** Siemens 5871& 5890	**Covad:** Flowpoint 144; Siemens 5871& 5890 **New Edge**: Not available at this time.
Multiple IP 144k IDSL	**Covad:** Siemens 5871& 5890 Netopia 4652T **New Edge:** Siemens 5871	**Covad & New Edge:** Siemens 5871 & 5890	**Covad:** Flowpoint 144, Siemens 5871& 5890 Netopia 3100T &4652T **New Edge:** Not available at this time.
SDSL	**Covad:** Siemens 5851 & 5890 Netopia 4652T **New Edge:** Siemens 5851& 5890	**Covad & New Edge:** Siemens 5851 & 5890	**Covad:** Flowpoint 2200-12, Siemens 5851-001, 5851-035, 5890 Netopia 7200T & 4652T **New Edge:** Not available at this time.

*NOTE: BYO CPE is only available with IDSL and SDSL service in the Covad footprint ONLY. Please consult AT&T for details. For IDSL and SDSL Managed Service, the Customer will receive a Siemens Router or equivalent. If Customer is purchasing equipment from AT&T for IDSL & SDSL Service on the Covad network, the customer will have the choice of purchasing either a Siemens or Netopia router.

Purchased Equipment, BYO CPE and Managed Equipment, is configured by AT&T and or their suppliers when service is installed. Customers of the Managed Service Options lease their equipment (router/modem) from AT&T. AT&T manages the equipment and is responsible for all configuration

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changes. In the case of Purchased or BYO Equipment, customer manages the CPE and is responsible for any configuration changes.

The SDSL Broadband Access is provided via a 2-wire circuit from the End-User's premises to DSL equipment located in a nearby CO. Depending on the actual Last-Mile Carrier, this circuit may be shared with a regular telephone line or be delivered on a separate pair of wires.

SD-1.6.SERVICE DEMARCATION POINT

The service demarcation point of DSL is as follows:

- Multi and Single IP IDSL, SDSL and ADSL DSL loop jack on Customer's premises.
- Managed Service Option: Ethernet port on CPE.

SD-1.7. NETWORK ACTIVATION

The Service Activation Date for self-installation, ADSL Service is the earlier of the two following dates: 1. When traffic is detected on the line or 2. Seven (7) days after the self-installation kit is shipped. In all other cases, the Service Activation Date is the date on which the following connectivity criteria have been met:

- Equipment provided or sold by AT&T and Bring Your Own CPE orders are installed and operational at the Customer locations specified in the initial Sales Order.
- The access line for Multiple and Single IP IDSL 144/144 Kbps and SDSL Service is installed and tested to the Customer locations specified in the initial Sales Order, and IP connectivity to the Internet (including routing outside the DSL network) exists.
- If Customer has a domain name, any AT&T-supplied primary and secondary DNS servers are operational for Customer's domain.

Billing for any Service Component that Customer orders will begin on the Service Activation Date of the Service Component. However, if by Customer's actions or omissions the Service Activation Date does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date.

Once billing has been initiated, billing will continue throughout the Service Period regardless of re-installation and testing activities at any locations different from that specified in the initial Sales Order form.

The Service Activation date for professional installation will be the date the circuit is tested and turned up.

SD-1.8.NETWORK OPERATIONS AND SERVICE

The Network Operations Center ("NOC") will perform operations support and troubleshooting of network and service infrastructure and problem diagnosis and resolution.

The AT&T Business DSL Customer Care center will only support and accept calls from Customer or the Customer Point of Contact (CPOC) and will not accept calls, provide trouble assistance, or interface in any manner with parties other than Customer. All communications with Customer will be in the English language. AT&T Business DSL Customer Care can be reached at: 877-937-5288 or 877-XDSL-ATT. Government customers need to call our US based DSL Customer Care Center at 1-888-337-9438.

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SD-1.9.CUSTOMER REQUIREMENTS

In connection with DSL, including AT&T Third Party DSL, Customer must provide the following:

- All security for its services and systems used or accessible in connection with DSL
- Cooperative testing of all Customer-provided hardware, software, and services for compatibility with DSL
- A Customer's Point of Contact ("CPOC") shall be designated by Customer and the CPOC shall interface with AT&T Customer Care Solution Support Center.
- Managed DSL routers/modems must be returned, at Customer's expense, in good working condition, within 30 calendar days of when the managed DSL circuit is disconnected. If the routers/modems are not returned within the 30 calendar days, AT&T reserves the right to charge the Customer the purchase price of the router/modem stated in the contract. Customer must include the CPE Return letter when sending the CPE to AT&T to ensure accuracy in tracking the CPE. The CPE Return letter is provided by the AT&T Business DSL Internet Service Customer Care Team. Please contact DSL Customer Care @ 877-XDSL-ATT or 877-937-5288 for specifics on how and where to return managed equipment. Government customers need to call our US based DSL Customer Care Center at 1-888-337-9438.
- Single IP IDSL/ADSL service (Standard, Enhanced) speeds of 768/128 Kbps and Up to 1.5 Mbps/Up to 384 Kbps will be implemented over an existing ILEC analog phone lines and require the availability of one Local Exchange Company POTS line. Alternatively, in the Covad footprint, customers can provide an AT&T Business Local UNE-P line instead of an ILEC analog phone line.
- Customer shall arrange for and provide timely access to any rights of way, equipment space, conduit, electrical power and environmental conditions which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. AT&T will also have the right to obtain access to any of its wiring installed in any conduit provided by Customer at any splice or junction box. Customer also agrees to provide AT&T with a safe place to work and to protect all AT&T equipment against fire, theft, vandalism or other casualty. Customer shall be responsible for compliance with all governmental and third party requirements relating to such equipment space and conduit.
- Customer, at its own expense, will provide in a timely manner: (i) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (ii) reasonable access to the Equipment at times specified by AT&T; (iii) adequate work space, heating/cooling, light, ventilation, and electrical outlets and (iv) for any Service which requires a telephone line, as detailed in the Service Guide, Customer shall also make available to AT&T for diagnostic purposes a local exchange carrier dedicated inbound telephone (POTS) line, which shall not be used by Customer for any other purpose while Service is being provided. Customer shall also arrange provide timely access to any rights of way, which AT&T deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to AT&T. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T.

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SD-1.10. CUSTOMER ACKNOWLEDGEMENTS FOR USE OF THE SERVICE

Customer acknowledges and understands that multiple Internet connections, unless protected by an Internet security product or service, may significantly decrease Customers overall network security level. To the extent Customer deems necessary, Customer will implement security procedures and controls necessary to limit access to the Service and Customer will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs.

Customer understands that AT&T will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to Customer's location being made available to AT&T. If no such DSL-capable local loop is available to AT&T, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service will be delayed as well.

Customer understands that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to Customer by AT&T at the time of ordering the service. The speeds quoted are maximum upload and download speeds and may vary during the Service Period.

If Customer is ordering the Managed Service Option, Customer must return any AT&T provided Equipment, e.g. Router/Modem, to AT&T in good working order within 30 days of the date when such Service Component is cancelled or disconnected. In the event that Customer does not return such Equipment a) in good working order and b) within 30 days of such cancellation or disconnect, then AT&T reserves the right to charge Customer the price indicated in Your DSL Pricing Schedule for such Equipment.

Customer acknowledges that in the event of a trouble, Customer is responsible for on site cooperative testing with AT&T Business DSL Customer Care to assist in the diagnosis of the trouble.

In some countries outside the United States, AT&T may require Customer to retrieve invoices from a designated website. In some countries outside the United States, payment may be required in advance.

Customer acknowledges that it may not permit, by action or omission, the sharing of any mailbox, software, password or ID. Customer shall ensure that only the specific individual that is authorized to register for a mailbox will use such mailbox.

SD-1.11. TERMINATION PROCESS

Customer may terminate a Service or Service Component(s) for convenience by giving AT&T, in the case of U.S. domestic Services, at least 30 days' prior written notice and payment of any applicable Termination Charges. Recurring charges will continue to apply for a period of up to 30 days from the date AT&T receives a disconnect order, or until the disconnect date specified in the disconnect order, whichever is later.

SD-1.12. DISPUTED CHARGES

Customer must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment, within six (6) months after the date of the affected invoice, or else Customer waives the right to dispute the charges.

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SD.1.13 Definitions
Glossary:

"Acceptance Date" refers to the date on which AT&T's supplier of the DSL line(s) accepts a Customer's order for such line(s).

ADSL (Asymmetric Digital Subscriber Line): ADSL provides asymmetric bandwidth to the customer premises. The downstream bandwidth (to the customer from the network) is larger than the upstream bandwidth (to the network from the customer). The customer eligibility for these bandwidths depends upon the distance the user is from the central office. AT&T currently offers two types of single user ADSL service: Standard, and Enhanced. ADSL is provisioned over a customer provided Incumbent Local Exchange Carrier (ILEC) analog phone line or in the Covad footprint, customers can also provide an AT&T Business Local UNE-P line instead of the ILEC analog line.

"AT&T IP Backbone" is defined as the AT&T owned and operated Internet Protocol (IP) infrastructure identified as AS7018 and which includes certain AT&T Internet Service Points of Presence ("POPs") located in the United States, the telecommunications equipment and facilities that interconnect all wiring within them, and the physical plant that surrounds them. The AT&T IP Backbone does not include customer premises equipment (CPE) nor the DSL Service connecting the customer's premises to the AT&T IP Backbone.

"AT&T IP Backbone Nodes" are defined as the IP nodes of the AT&T IP Backbone, which are further identified at: http://ipnetwork.bgtmo.ip.att.net/pws/current_network_performance.shtml or any future website of AT&T's choosing.

"DSL Service" or **"DSL"**, is defined as the dedicated connection to the Internet provided by the AT&T DSL Service, originating at the Minimum Point of Entry at a Customer's location (*i.e.*, the termination point of Customer's local loop), traversing the access network of the local AT&T supplier and terminating within the AT&T IP Backbone. If Customer has purchased the Managed Service Option for an individual DSL line, then "DSL" or "DSL Service" for such DSL line shall be defined as the dedicated connection to the Internet provided by the AT&T DSL Service, originating at the Ethernet port on the AT&T Managed DSL Router, traversing the access network of the local AT&T supplier and terminating within the AT&T IP Backbone.

IDSL (ISDN Digital Subscriber Line): IDSL provides up to 144 Kbps transfer rates in each direction and is based on IDSL technology. IDSL allows for longer distances between customer locations and the central office. AT&T currently offers Single IP and Multiple IP IDSL service types.

"Installation Interval" is defined as the period of time between the Acceptance Date of the DSL line(s) and the Service Activation Date of such line(s).

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AT&T Business DSL INTERNET SERVICE

"Monthly Service Fee", for a DSL Line for which Customer has not purchased the AT&T Managed Service Option, is defined as the AT&T DSL Monthly Service Fee for such line, but excluding, in all cases, any monthly fees for any DSL service options or feature (e.g., domain name hosting or email service) and excluding all one-time charges. For a DSL Line with respect to which Customer has purchased the AT&T Managed Service Option, the Monthly Service Fee is defined as the AT&T DSL Monthly Service Fee and the AT&T monthly charge for the Managed Service Option for such line, but excluding, in all cases, any other monthly fees for any DSL service options or feature (*e.g*., domain name hosting or email service) and excluding all one-time charges.

SDSL (Symmetric Digital Subscriber Line): SDSL provides up to 1.5 Mbps duplex bandwidth. The maximum bandwidth varies depending upon the distance of customer location from the central office (where the phone line terminates). The larger the distance the smaller the bandwidth. AT&T offers Multiple IP SDSL service.

"**Service Activation Date**" for each Service Component is the date when the Service Component is made available for Customer use, except as outlined below:

a) for the self-installation, ADSL Services is the earlier of the two following dates: 1) when traffic is detected on the line or; 2) Seven (7) days after the self-installation kit is shipped. b) In all other cases, the Service Activation Date is the date on which the following connectivity criteria have been met:

- CPE provided by AT&T (purchased or leased) or if the Customer provides their own CPE (BYO CPE Option) is installed and operational at the Customer locations specified in the initial Sales Order. The access line for SDSL and Multiple IP IDSL is installed and tested to the Customer locations specified in the initial Sales Order, and IP connectivity to the Internet (including routing outside the DSL network) exists.
- If Customer has a domain name, any AT&T-supplied primary and secondary DNS servers are operational for Customer's domain.

"Service Outage" is defined as any occurrence within the AT&T DSL Internet Service that results in the inability of the Customer to transmit IP packets within the AT&T DSL Internet Service. A "Service Outage" does not include an outage that occurs during scheduled periods of maintenance or upgrades.

"US Network-wide Delay" is defined as the average round trip time of IP traffic between all city pairs located within the United States which are AT&T IP Backbone Nodes, for the applicable calendar month, measured for transmissions solely between the AT&T IP Backbone Nodes, excluding delays relating to scheduled periods of maintenance or upgrades.

"US Network-wide Packet Loss" is defined as the average percentage of packets that are not successfully delivered for transmissions solely among the US IP Backbone Nodes for the applicable calendar month, measured for all city pairs which are AT&T IP Backbone Nodes,

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excluding delivery failures that are not attributable to performance of the AT&T IP Backbone or delivery failures relating to scheduled periods of maintenance or upgrades.

"Verifiable Trouble Tickets" are defined as those where AT&T has substantiated that a Service Outage exists.

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AT&T Business DSL INTERNET SERVICE

Service Level Agreements

SLA.1 Credit Request Process

AT&T has established performance objectives for the DSL Service. While AT&T cannot guarantee that these performance objectives will always be met, AT&T will provide credits to customers when they are not met.

In order to receive a credit under a DSL SLA, the Customer point of contact (CPOC) must notify AT&T Customer Care immediately of a Service Outage via the applicable toll-free maintenance number. Note that no proactive monitoring (even with the Managed Service Option) is provided with AT&T Business DSL Internet Service. AT&T Technical Support will investigate the reported outage and assign a Trouble Ticket number. The Customer may request a Service Credit within 30 days after the event giving rise to the credit by contacting AT&T DSL Customer Care at 877-XDSL-ATT. Government customers call the US based Customer Care Center at 1-888-337-9438. A **Verifiable Trouble Ticket number must accompany your request for a Service Credit under any of the specific Service Level Agreements applicable to the DSL service purchased by Customer.** Credits should appear on Customer's bill for the DSL Service within two (2) billing cycles, which is monthly, after credit approval.

- In the event of a trouble, Customer is responsible for on site cooperative testing with AT&T DSL Customer Care to assist in the diagnosis of the trouble.

- For purpose of the Service Availability Guarantee, the duration of a Service Outage shall be deemed to commence upon the opening of a Verifiable Trouble Ticket by AT&T Customer Care, in response to the CPOC request, and ends when the Service Outage ends.

- Trouble tickets, where the Service Outage cannot be verified with AT&T's standard diagnostic procedures, do not count towards the Service Availability Guarantee. Customer must use its good faith efforts to cooperate with AT&T in testing the DSL Service.

- The Service Availability Guarantee will take effect upon the Service Activation Date of the DSL Service. The remaining Network Guarantees will take effect in the calendar month following customer's first use of the DSL Service. Customers may view the status of the network at http://ipnetwork.bgtmo.ip.att.net/pws/averages.html.

- Customers will not be eligible for a credit under the On Time Provisioning Guarantee if AT&T's failure to install within the Installation Interval is a result of one or more of the following factors: (a) problems with ILEC facilities (e.g., ILEC special construction needed or ILEC Central Office wiring problem) or if, for any other reason local access is delayed or unavailable; (b) faulty or incomplete customer equipment; (c) lack of access to necessary customer facilities; (d) any customer initiated changes to the installation date; (e) customer missed appointments; (f) customer makes changes to the order after acceptance by AT&T, and (g) any other circumstances beyond AT&T's control, including customer's actions or omissions.

- Customers may only receive a single credit per DSL Line in any month in which the service level agreements for US Network-wide Delay or US Network-wide Packet Loss, or both, are exceeded.

Other terms and conditions apply. See AT&T Service Guide HOME Page. (url:http://www.att.com/abs/serviceguide)

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- In any calendar year, Customer's aggregated credits may not exceed, for any DSL Service Line, the Monthly Service Fee for such DSL Line.

- Credits are exclusive of any applicable taxes charged to the customer or collected by AT&T. Customer may cancel the Service via a telephone call by its CPOC to the AT&T DSL Internet Service Customer Care Center @ 877-XDSL-ATT. Government customers call the US based DSL Customer Care Center at 1-888-337-9438.

SLA.2 Exclusions:

- Except for the service level agreements with respect to US Network-wide Delay, and US Network-wide Packet Loss, AT&T makes no claims regarding the performance of the AT&T IP Backbone.
- These service level agreements shall not apply in the event of fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond AT&T's control, whether or not similar to the foregoing.
- AT&T will be the sole party to verify and determine whether a customer experienced a Service Outage, whether AT&T has experienced a US Network-wide Delay or, a US Network-wide Packet Loss percentage that is in excess of that specified in these service level agreements, and whether AT&T has failed to install a DSL line within the Installation Interval.
- AT&T reserves the right to change or modify the service level agreements detailed above, or discontinue this service level agreement program at any time without notice.

SLA.3 On Time Provisioning SLA

- Customers who order AT&T DSL lines shall be eligible for a credit of one (1) month's worth of Customer's Monthly Service Fee for such lines if the Installation Interval is greater than thirty (30) calendar days.

SLA.4. Service Availability

AT&T commits to a Service Availability percentage of 99.95%, subject to the SLA's described above. If Customer experiences a Service Outage in excess of 60 consecutive minutes during any calendar day, for any of Customer's DSL lines, Customer will be eligible for a credit of one day's worth ($1/30^{th}$) of the Customer's Monthly Service Fee for such DSL line, subject to the maximums specified above.

SLA.5 AT&T Network Performance

Latency (IP Backbone) SLA

AT&T commits that Latency (i.e. Roundtrip Transit Delay) will be no more than 37 milliseconds. If AT&T does not meet this SLA in a month, Customer will be eligible for a credit of 1/30th of Customer's total DSL Monthly Service Fee(s) for all Sites.

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"Latency" is a monthly measure of US Network-Wide Delay, which is the average interval of time it takes during the applicable calendar month for a test packet of data to travel from one AT&T US IP Backbone Node to another and back again.

(see http://ipnetwork.bgtmo.ip.att.net/current_network_performance.shtml)

Data Delivery (Backbone Packet Loss) SLA

AT&T commits that the Data Delivery will be no less than 99.95% (IP Backbone Packet Loss Ration will be no greater than 00.05%). If AT&T does not meet this SLA in a month, Customer will be eligible for a credit of 1/30th of Customer's total DSL Monthly Service Fee(s) for all Sites.

"Data Delivery Ratio" is the average percentage of Data Delivered that is Lost Data in a month measured for all city pairs that are AT&T US IP Backbone Nodes. Packet Loss Ratio for each city pair is calculated by dividing Lost Data by Data Delivered and multiplying by 100.

- "Data Delivered" is the data delivered in a month by AT&T Customers to an ingress router at an AT&T US IP Backbone Node for delivery to an egress router at another specific AT&T US IP Backbone Node.

- "Lost" data is the Data Delivered that is not actually received by that egress router at the other AT&T US IP Backbone Node.

US Network-wide Delay and US Network-wide Packet Loss are measured on the AT&T IP Network Performance, Monthly Average website at: http://ipnetwork.bgtmo.ip.att.net/pws/averages.html. Please note that the DSL Service connecting the customer's premises to the AT&T IP Backbone is not included within the definition of the AT&T IP Backbone.

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Service Guide

AT&T Business DSL INTERNET SERVICE

Pricing
P-1. AT&T Business DSL Internet Service

P.1.1. DSL rates and charges are as specified in Customer's Service Agreement.

P.1.2. The Professional Installation Fee applies solely to the ADSL Service. This fee will be charged if Customer is unable to qualify for Self-Installation, if Self-Installation is not available for the ADSL Service ordered for your location, or if Customer elects to order Professional Installation of ADSL Service.

P.1.3. If Customer selects the Bring Your Own (BYO) CPE Option, Customer will incur a BYO CPE Configuration Charge for each piece of equipment AT&T configures with the Service. If AT&T determines that Customer's CPE is not compatible with the Service, or Customer's CPE is not in working condition, Customer can choose from one of the following options:

(i) Customer may purchase the required CPE for Customer's Service from AT&T at the time of the installation, or
(ii) Customer may ask AT&T to visit Customer's location at a later date to configure Customer's CPE, which will incur the Field Technician Charge set forth in the Pricing Schedule, or
(iii) Customer may select the Managed Option for Customer's Service, or
(iv) Customer may elect to cancel such DSL Service Component and will not incur any charge.

P.1.4. AT&T will charge the Upgrade Fee set forth in the Customer's Pricing Schdeule if (i) the original circuit Customer ordered has been installed for less than one (1) year; (ii) the upgrade requires a disconnect and an add for a new order; and (iii) if Customer is migrating from one DSL Service to another (i.e. idsl to sdsl) or if Customer wants to upgrade from a Single IP IDSL to a Multiple IP IDSL. Upgrades that do not require a disconnect and reconnect or for circuits that have been installed for at least one year will only be charged the CPE replacement cost if necessary.

P.1.5. AT&T will charge a Downgrade Fee set forth in the Customer's Pricing Schedule if within the first twelve (12) months of Service Customer implements a change to its DSL Service that results in a lower Monthly Service Fee ("Downgrade Fee").

P.1.6. Field Technician Charge – The Field Technician Charge set forth in Customer's Pricing Schedule is incurred for each dispatch of a Field Service Technician (FST). For Single IP IDSL and Multiple IP IDSL/SDSL Service, the Activation Fee includes one FST visit. This fee is waived for customers who select the Managed Option at that location.

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